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May 21, 2025

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VIA ECF

Honorable John G. Koeltl
United States District Judge
Daniel Patrick Moynihan United States Courthouse
500 Pearl Street
New York, NY 10007

Re: *NCR Voyix Corp. v. Embarcadero Techs. Europe, Ltd.*,
Case No. 1:24-cv-04458-JGK

Dear Judge Koeltl:

On behalf of Plaintiff NCR Voyix Corporation (“NCR”) and pursuant to the Court's Individual Practices Section VII.A.2, we respectfully seek the Court’s permission to seal the following documents in connection with NCR’s Motion for Summary Judgment: (1) the March 31, 2023 Settlement and Release Agreement (“Settlement”) between NCR and Defendant Embarcadero Technologies Europe Limited (“Embarcadero”), the contract at issue in this litigation; (2) documents produced by Embarcadero in discovery and stamped by Embarcadero as confidential (the “Confidential Documents”) under the Agreed Protective Order, ECF 37; (3) documents containing commercially sensitive information concerning Embarcadero’s call-home reports, licensing of its Interbase software, and NCR’s customers’ use of the same (the “Proprietary Documents”); and (4) NCR’s Memorandum of Law in Support of its Motion for Summary Judgment and the Local Rule 56.1(a) Statement of Uncontested Material Facts, solely to redact quotations from the Settlement and quotations from the Confidential Documents.

Section 8 of the Settlement contains a confidentiality provision that designates the entire agreement as confidential. Moreover, the Settlement contains significant commercially sensitive terms, including a payable settlement amount and specifically negotiated license pricing terms. Notably, the Court has already permitted that the Settlement Agreement be filed under seal in this litigation. ECF 15, 80.

In accordance with Section 16 of the Agreed Protective Order (ECF 37), NCR seeks to file the Confidential Documents (and quotations therefrom) under seal in the first instance to give Embarcadero an opportunity to move to seal them.

In accordance with the Court’s Individual Practices, copies of the Settlement, Confidential Documents, and Proprietary Documents are filed contemporaneously with this letter motion. Undersigned counsel conferred with Embarcadero regarding this sealing application to narrow the scope of the request. Counsel for Embarcadero indicated that Embarcadero did not oppose the

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requested relief, which NCR has tailored to mirror the scope of Embarcadero's letter motion to seal. ECF 69; *see* ECF 80 (granting Embarcadero's motion to seal).

We appreciate the Court's attention to this matter.

Respectfully Submitted,

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Counsel for Plaintiff

Application Granted. SO ORDERED.

Dated: May 22, 2025
New York, New York

/s/ John G. Koeltl
John G. Koeltl, U.S.D.J.
